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Attorneys for Defendant SK Shipping Co., Ltd.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
MAN FERROSTAAL, INC.

Plaintiff,

v.

M/V DELZOUKRE, her engines, boilers, tackle, etc.,
MEADWAY SHIPPING & TRADING INC. GRAND
TEAM NAVIGATION LTD., SK SHIPPING CO.,
LTD.

Defendants.

07 Civ. 7303 (Judge Baer)

**AMENDED ANSWER TO
COMPLAINT WITH CROSS CLAIMS**

Defendant SK SHIPPING CO., LTD. ("SK Shipping"), by its attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, for its amended answer to plaintiff's complaint with cross-claims, alleges upon information and belief as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2.
3. Admits that SK Shipping was a charterer of the vessel, but except as so specifically admitted, denies the allegations of paragraph 3.
4. Denies the allegations of paragraph 4.
5. Denies the allegations of paragraph 5.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6.
7. Denies the allegations of paragraph 7.
8. Denies the allegations of paragraph 8.

AS AND FOR AFFIRMATIVE DEFENSES TO ALL CLAIMS, SK SHIPPING CO. LTD. ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS

9. Repeat and reallege each and every admission, denial and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

FIRST AFFIRMATIVE DEFENSE

10. The above shipments were subject to all the terms, conditions and exceptions contained in certain bills of lading and/or charter parties issued therefor for which the shippers, owners, consignees or holders of said bills of lading and/or charter parties agreed to be bound and are bound.

SECOND AFFIRMATIVE DEFENSE

11. Any loss and/or damage to the above shipments was due to causes for which SK Shipping Co. Ltd. is not liable or responsible by virtue of the provisions the applicable Carriage of Goods by Sea Act and/or Harter Act and/or general maritime law.

THIRD AFFIRMATIVE DEFENSE

12. Plaintiff failed to mitigate its damages.

FOURTH AFFIRMATIVE DEFENSE

13. Any damage to and/or loss of the above shipments was caused by or due to the acts, omissions, fault or neglect of the owners of the shipment, the shippers or receivers

and their agents or the nature of the shipment, including inherent vice, or resulted from the acts, omissions, fault or neglect of other persons or entities for which SK Shipping Co. Ltd. is neither responsible nor liable.

FIFTH AFFIRMATIVE DEFENSE

14. This Court is an improper forum pursuant to the forum selection clause in the bills of lading.

SIXTH AFFIRMATIVE DEFENSE

15. This Court lacks personal jurisdiction over SK Shipping Co. Ltd.

SEVENTH AFFIRMATIVE DEFENSE

16. Insufficiency of service of process.

**AS AND FOR CROSS-CLAIMS AGAINST DEFENDANTS M/V DELZOUKRE,
MEADWAY SHIPPING & TRADING INC., AND GRAND TEAM NAVIGATION LTD.,
SK SHIPPING CO. LTD. ALLEGES UPON INFORMATION AND
BELIEF AS FOLLOWS:**

17. Repeat and realleges each and every allegation set forth above with the same force and effect as if herein repeated and set forth at length.
18. The cargo damage/loss alleged in plaintiff's complaint was caused by the acts, omissions, fault, negligence, breach of contract, and/or breach of warranty of defendants M/V DELZOUKRE, Meadway Shipping & Trading Inc., and/or Grand Team Navigation Ltd., and/or their servants and/or agents.
19. Therefore, if SK Shipping is liable to plaintiff, whether by judgment or settlement, then SK Shipping is entitled to indemnity and/or contribution from M/V DELZOUKRE, Meadway Shipping & Trading Inc., and/or Grand Team Navigation Ltd., including recovery of the attorneys' fees and costs incurred by SK Shipping in defending against plaintiff's claims.

WHEREFORE, SK Shipping prays for:

- (a) An order dismissing plaintiff's complaint;
- (b) An award of all costs including attorneys' fees;
- (c) Judgment in favor of SK Shipping and against defendants M/V DELZOUKRE, Meadway Shipping & Trading Inc., and/or Grand Team Navigation Ltd. on the cross-claims;
- (d) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York
September 20, 2007

Respectfully submitted,

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Defendant SK Shipping Co. Ltd.

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CERTIFICATE OF SERVICE BY ECF AND U.S. MAIL

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On September 20, 2007, I served a complete copy of Defendant SK Shipping Co.

Ltd.'s Amended Answer to Complaint with Cross Claims by ECF and U.S. Mail to the following attorney at their ECF registered address and by regular U.S. Mail at the following address:

TO: Kingsley, Kingsley & Calkins
91 West Cherry Street
Hicksville, New York 11801

Tisdale Law Offices, LLC
11 W. 42nd Street, Suite 900
New York, New York 10036


Jennifer Scianna

Jennifer Scianna

DATED: New York, New York
September 20, 2007